

11/16/54

# STANDARD OIL COMPANY OF CALIFORNIA

Juneau, Alaska

Nov. 5, 1954

Rev. Rolland Armstrong,  
Haines House,  
Haines, Alaska.

Dear Sir:

I have your letter relative to your needs for a gas pump to be installed at your mission station in Haines. While I certainly had not forgotten about this, I must apologize for seemingly not getting in touch with you at an earlier date. Since originally talking with you about this matter, I have had but a very few days at home and consequently, I have got somewhat behind in many things. Also I had planned to be in Haines at any time over the past three or four weeks at which time it was my intention of calling at the mission to go over your needs on the ground. Unfortunately this has not been possible, hence my delay in replying.

However I have examined the equipment which in my mind I would feel to be excellent for your requirements insofar as good dependable service is concerned and also consistent with the lowest cost and believe that we can offer to you a very desirable deal at very low cost to yourself inasmuch as we would assume a portion of the cost which would amount to approximately half of the purchase price. If this deal would be acceptable to you, it would be set up on a contracted basis, contract to extend over a five year period at the end of which time, a bill of sale for the equipment would be given to you.

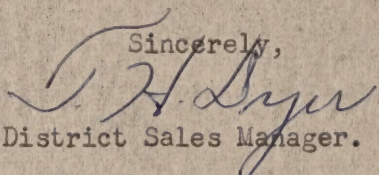
The equipment I have in mind consist of what we call a commercial unit. It is a packaged unit and contains an electrical driven pump for dispensing gasoline, diesel fuel, stove oil etc., on farms, private or institutional estates and others where an efficient but inexpensive means of delivering fuel is required. Pump delivers up to 12 gallons per minute, it has a 20 gallon easily read meter measure quantities delivered and records totals. Has an explosion proof motor, built in combination check valve, strainer and pressure relief valve. Overall height is 36" and the base 14" X 19". Pump supplied with 8' of 5/8" black rubber hose and nozzle. This unit together with a 1000 gallon 12 gauge tank with all necessary fittings including enough suction pipe to mount the pump 6' from the tank, together with gauge sticks, joint seal vent caps etc., would cost approximately \$335.00 in Seattle. I estimate the freight to Haines would be about \$130.00 or a total cost of \$465.00. Therefore, if we were to assume 50% of the cost and I feel I can set up the agreement in such a manner, the cost would be to you, \$232.50.

Contract to cover would be so written that this balance would be paid off over a 5 year period in quarterly payments. As there would be 20 quarters during the period, each payment would be \$11.63 or approximately \$2.91 per month.

These figures are approximate but I do not feel they shall change very much up or down. Should you be interested, I would appreciate hearing from you at your earliest convenience as it will take a few weeks to finalize the deal and have the contracts signed before shipment of materials can be made.

As to the price you will pay for gasoline. By having a tank and taking deliveries of over 400 gallons at one time, you shall be entitled to our lowest posted price which is at present F.O.B. our Haines plant Chevron Gasoline .223 per gallon and Chevron Supreme .245 per gallon. Should you desire any additional information pertaining to this matter, please do not hesitate to call upon me.

Sincerely,

  
District Sales Manager.

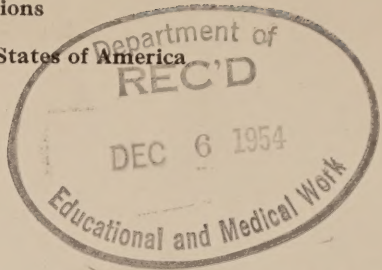
# Haines House

Haines, Alaska

Owned and operated by

Board of National Missions  
of the

Presbyterian Church in the United States of America



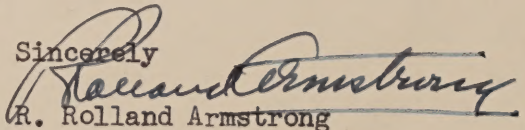
Miss Katharine Gladfelter  
156 Fifth Avenue  
New York 10, N.Y.

Dear Miss Gladfelter :

Would you review the enclosed  
and give us your judgment on  
this type of contract with the  
Standard Oil Company?

Although it may be late right  
now to install this equipment  
it may be ordered to arrive in  
the spring.

Sincerely

  
R. Rolland Armstrong

11-28-54

7m9

12-7

Please write Dr. Bannerman  
and ask how valuable this  
installation is - they have one  
at W.W.

Also write Dr. Armstrong &  
inquire:

- 1- Whether we could pay our  
share, \$232.50, on installation.
- 2- What local costs are in  
Haines for gasoline (over)

I suppose such a pump is used  
for gasoline or diesel oil or stove  
oil but not for all 3.

Benjamin Strong, Chairman  
Board of Directors

Sincerely yours,  
Benjamin Strong

Looking forward to hearing from you,

States who have recognized the validity of  
They have realized that the present  
of interest in religious values can grow  
sh only if the churches are provided with  
of the highest possible ability, training,  
ual dedication.  
could tell you much more about Union and  
out you are busy and, in a sense, the cause  
itself. Accordingly, this letter is as  
ne need is urgent.

# Haines House

Haines, Alaska

Owned and operated by

Board of National Missions  
of the

Presbyterian Church in the United States of America

Department of  
REC'D

DEC 15 1954

Educational and Medical Work

RE: Fire Ramp at Waterfront

December 7, 1954.

Mr. A. Nelson  
Haines, Alaska

Dear Mr. Nelson:

Several weeks ago I spoke to you about the use of the fire ramp at the waterfront. At that time I expressed concern that it had become a parking place for the public and that many times no fire truck could have had adequate access to the water. This condition still exists. At the present time the snow plow has been partially blocked from clearing the access that might be deemed necessary for a good approach.

Knowing that the fire department has been busy and the development of this area has not been given full attention, may I ask if it would be proper to erect signs stating that the area is not for public parking and is a fire zone.

I am sending a copy of this to New York as a matter of record so they will know that we are trying to work out the situation on this end of the line.

Most sincerely yours

*RRG*  
R. Rolland Armstrong

cc: Miss K. Gladfelter

*RRG*  
*This was to be taken up  
at fire meeting 12-8-54*  
*RRG*

saw  
December 13, 1954

My dear Dr. Bannerman:

We have recently received a letter from Dr. Armstrong who is at Haines House for a few months, suggesting the installation of a gas pump at the mission. Knowing that you have such an installation at Warren Wilson, Miss Gladfelter suggested I write you to ask how valuable such an installation is.

We would appreciate any information you can give us concerning this.

Very sincerely yours,

Florence M. Goddard  
Assistant in the Department of  
Educational and Medical Work

Dr. Arthur Bannerman  
Warren Wilson Jr. College  
Swannanoa, North Carolina

FMG:db

165 4  
200  
December 13, 1954

My dear Dr. Armstrong:

Miss Gladfelter has asked me to acknowledge your letter of November 28, enclosing the letter from the Standard Oil Co. of California with a proposal for the installation of a gas tank and pump at Haines House.

While considering this matter, we would like to have the answers to three questions:

- 1) Would it be possible to pay our share of the installation cost of \$232.50 at the time of installation, rather than over a period of five years as suggested?
- 2) What local costs are in Haines for gasoline?
- 3) Are we right in understanding that such a pump would be used for gasoline, or diesel oil, or stove oil, but not for all three? And for which is the proposed pump to be used?

Very sincerely yours,

Florence M. Goddard  
Assistant in the Department of  
Educational and Medical Work

Dr. R. Rolland Armstrong  
Haines House  
Haines, Alaska

FMG:db

1/20

December 16, 1954

My dear Dr. Armstrong:

This is just a note to acknowledge the copy of your letter of December 7 to Mr. Nelson relative to the parking at the fire ramp on the water front.

Does this mean that trespassing is going on, and is there anything which Mr. Tribus should do about the situation from this angle?

Very sincerely yours,

Katharine E. Gladfelter  
Secretary, Department of  
Educational and Medical Work

Dr. R. Rolland Armstrong  
Haines House  
Haines, Alaska

KEG:md

*yes no answer*

# WARREN WILSON COLLEGE

(WARREN H. WILSON VOCATIONAL JUNIOR COLLEGE)

Swannanoa, North Carolina

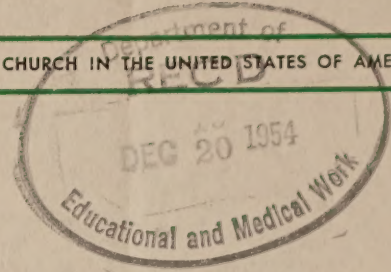
Arthur M. Bannerman, President  
Henry W. Jensen, Dean  
Elizabeth G. Martin, Assistant Dean  
D. P. Vining, Business Manager  
Annette G. Schafer, Secretary

HIGH SCHOOL UNITS

Asheville Farm School  
Dorland-Bell School

Owned and Operated by the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

*AM*  
December 16, 1954



Dear Miss Goddard:

You have asked about our gas tank arrangement. We could not do without it. The Texaco Company installed the tank at no cost to us, while they sell us gasoline at what they call "tank" price, which is from four to five cents under the retail price at the filling stations.

In addition to using this gasoline in our college owned trucks and cars, we also sell it at cost (practically) to the faculty, which is a big help to them. I say "practically" at cost because I believe that right now the cost is .257 cents, while we charge 26 cents.

Of course there would not be as much driving or as many cars per person at Haines (or so I imagine) as down here, but presumably it would still be an advantage to them to have a tank. It costs nothing and it means a real saving, both in convenience and in money. The one extra is the work involved in keeping the records, particularly regarding the faculty sales. But it is not burdensome.

Sincerely yours,

*Arthur M. Bannerman*

Arthur M. Bannerman

AMB:S

# Haines House

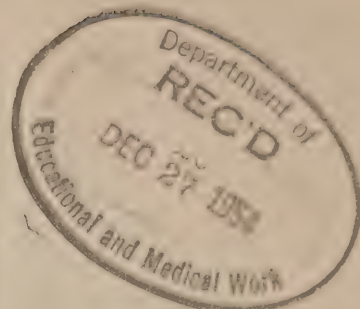
Haines, Alaska

Owned and operated by

Board of National Missions

of the

Presbyterian Church in the United States of America



Miss Florence M. Goddard  
156 Fifth Avenue  
New York 10, N.Y.

Dear Miss Goddard:

In answer to your letter on the Standard Oil pump for Haines House let me give you the following simple formula. The pump is strictly for gasoline for the small "cat", truck and station wagon. By purchase of gas in quantities of 400 gal. or more we will be able to get a price .07 less than the current price.

*retail*

For further information :

Cheveron is	\$23.30 delivered	per hundred in 400 gal.
Supreme is	\$25.50	" " " " " "

You can pay ( or should I say we) at once. There is nothing so far as I know to prevent a completion of the contract at once. I doubt that there would be any reduction in costs. Mr. Dyer of Standard who wrote the letter will be here after the first of the year. I can also see him any time in Juneau.

Most sincerely yours

*R. Rolland Armstrong*  
R. Rolland Armstrong

12-22-54

*Hope you had a  
wonderful Christmas.*

**Haines House**

**Haines, Alaska**

Owned and operated by

**Board of National Missions  
of the**

**Presbyterian Church in the United States of America**

Dec. 31, 1954

Miss Katherine E. Gladfelter  
156 5th Avenue  
New York 10, New York

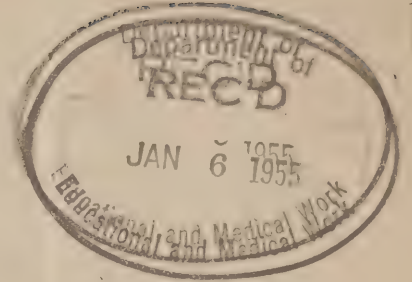
Dear Miss Gladfelter,

In reference to your letter of December 16th in regards to the parking at the fire ramp on the waterfront, I would state that this has been going on for some time. It was because of this that I drew this to Mr. Nelson's attention. I am still awaiting an answer to my recent letter from the Fire Committee of the City. This matter will be followed through at our earliest convenience.

Sincerely yours,

*R. Roland Armstrong*  
R. Roland Armstrong

RRA:Em



131  
January 3, 1955

My dear Dr. Armstrong:

I have shared your letter of December 22 with Miss Gladfelter, and we are glad to have the answer to our questions in regard to the installation of a Standard Oil pump at Haines House. After receiving your earlier letter, we consulted Dr. Bannerman, as we knew they had a similar arrangement at Warren Wilson, and we wanted to know <sup>how</sup> satisfactory it was there. He has replied that they could not do without it, but he further states that the Texaco Co. installed the tank at no cost, and they sell the gasoline at what they call "tank price", which is four or five cents under the retail price. Of course, at Warren Wilson there is a great deal more driving than there would be at Haines, and many of the faculty have their own cars. We are wondering, therefore, since there is a charge for the installation at Haines House, whether the saving in the cost of gasoline over the period of a year would be sufficient to cover this. Probably you have already looked into this question.

If you feel the saving as well as the convenience would warrant this arrangement, we would suggest that you secure from the Standard Oil Company a contract giving full particulars and submit this to the office for consideration. When you send this, be sure to give us the information regarding the saving which will be involved.

Very sincerely yours,

Florence M. Goddard  
Assistant in the Department of  
Educational and Medical Work

Dr. R. Rolland Armstrong  
Haines House  
Haines, Alaska

FMG:db

147  
AP  
February 18, 1955

My dear Mr. Frank:

In December Dr. Armstrong wrote us about a proposal which he had received from Standard Oil Company for the installation of a gasoline pump on the Haines House property. Before giving approval for this installation, Miss Gladfelter suggested that we correspond with Warren Wilson Junior College, since they have had a similar installation on their property. We passed this information on to Dr. Armstrong early in January, and you will no doubt find the correspondence in your files.

We are writing at this time to inquire whether you have had an opportunity to consider this matter further and what is being done about it.

Very sincerely yours,

Florence M. Goddard  
Assistant in the Department of  
Educational and Medical Work

Mr. Allan Frank  
Haines House  
Haines, Alaska

FMG:hd

lee  
no ans  
rec

Haines House

Haines, Alaska

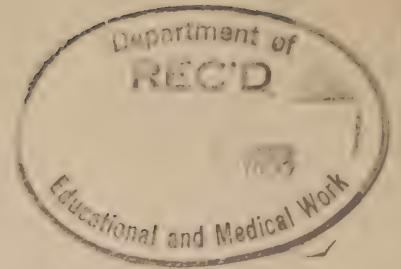
Owned and operated by

Board of National Missions  
of the

Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Director

June 29, 1955



Dear Miss Gladfelter:

Since Mr. Muncaster was leaving Haines this week to work for the rest of the summer at Ketchikan, I asked him to walk our boundary lines with me. Dr. Armstrong went along as he was uncertain regarding some of the boundaries. It would be difficult for me to find some of the markings, but it has made me better informed as to the extent of our property. I also had the opportunity to ask him the question regarding whether or not the frontages we are retaining provide for any future widening of the streets or sidewalks." He said he thought we had made provisions enough for this.

It was an inspiration to spend with him the two and a half hours that it took to cover the property lines. He was unwilling to be paid for the service and said he was glad to help the mission in any way that he could.

Sincerely yours,

Allan H. Frank

AHF:em

Allan H. Frank, Executive

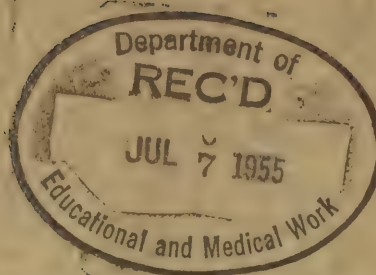
Ed. Med.

US

4

2

200



July 6, 1955

Faulmer, Benfield & Boochever  
P.O. Box 1121  
Juneau, Alaska

Att: Robert Boochever, Esq.

Dear Mr. Boochever:

A situation has arisen in Alaska in connection with our work at Haines which makes it imperative for me to make my long planned trip immediately. I expect to arrive in Juneau between the 21st and 23rd of this month. I trust that you are going to be there as we will need your services.

Please wire reply.

Sincerely yours,

Lucien E. Tribus  
Legal Counsel

INT:D

cc: Dept. of Educational & Medical Work ✓

July 19, 1900

My dear Mr. Frank:

Mr. Tribus started for Alaska yesterday so we are forwarding to him a copy of your letter of July 16 about the attempt of the Haines Town Council to put some of the Mission property on the tax rolls.

We do not like the looks of this and appreciate your writing so promptly and in detail.

Very sincerely yours,

Katharine E. Gladfelter  
Secretary, Department of  
Educational and Medical Work

Mr. Allan H. Frank  
Haines House  
Haines, Alaska

KED:tc

RUSH

Mr. Irvine

Miss Gladfelter

Haines Property

July 19, 1955

*Law*

Will you please see that the two attached copies of a letter from Mr. Frank about the possible taxing of some of the Haines House property are forwarded to Mr. Tribus at once?

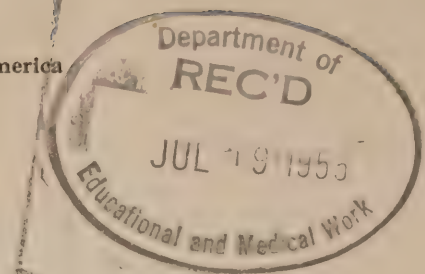
I am sending the two copies in case you wish to try two addresses in order to avoid missing him.

Katharine E. Gladfelter

KEG:tc

Haines House  
Haines, Alaska  
Owned and operated by  
Board of National Missions  
of the  
Presbyterian Church in the United States of America  
July 16, 1955

Rev. Donald A. Schwab, Executive



Miss Katharine E. Gladfelter  
Secretary, Department of  
Educational and Medical Work  
Board of National Missions  
New York 10, New York

Dear Miss Gladfelter:

In last evening's mail I received a statement of real and personal property taxes assessed against the Presbyterian Mission by the City of Haines. Since Mrs. Frank Young is the assessor, I went to see her this morning as I was under the impression that Mission property was tax exempt. Mrs. Young informs me that the taxation of Mission property had been decided upon by the present Council and she had been instructed to make the notification. The Board of Equalization will meet on July 18, 19, and 20 to hear objections. Since your letter of July 6 states that Mr. Tribus will be in Juneau on the twentieth of July, I thought you should have this information at once since you might wish to talk this over with him before he leaves New York. Mrs. Young stated that since Mr. Tribus was coming, even though he would not be here until the latter part of that week, that he could arrange to discuss it with the Council at that time if that is your wish. Since the taxing of Church property would be starting a precedent, I felt that you should know what had occurred. The property involved is the following:

Reference #1	Haines Presbyterian Mission, Lot B - Third and Main, Valuation	\$2500.00
	Lot C. Along Third Avenue from Schnabels to Highway, Valuation	1000.00
Reference #52	Haines Mission "Stoney Property, Lots 7,8,9,10, Valuation	1300.00
	Buildings	1000.00
Reference #2	Haines House, Station Wagon	500.00
	Truck	300.00

Mrs. Young also informed me that the Beach Property was also to be taxed as soon as they had time to measure the frontage.

Dr. Armstrong has not yet returned from Anchorage so I have not been able to contact him about this matter. If the Board retains a lawyer <sup>in this area</sup> to advise us, I do not believe that I have been so informed.

This letter has been hurriedly written so that I could get it off on the afternoon plane. I hope that it gives you a clear picture of this situation.

Sincerely yours,

Allan H. Frank

*Ed. Riley*

BURKE RILEY  
Attorney-at-Law  
HAINES, ALASKA

October 6, 1955

Mr. Lucien H. Tribus, Counsel  
Board of National Missions of  
The Presbyterian Church in  
The United States of America  
156 Fifth Avenue  
New York 19, New York

Dear Mr. Tribus:

You will recall that during your recent visit to Haines we drove around the area one morning and that I pointed out a site directly across the blacktop highway from the Standard Oil tank farm in which I expressed interest for a client who wished to purchase or lease for industrial purposes.

On the March 1948 W. Muncaster map of U.S. Survey 735 this site may be shown roughly as that rectangle bounded on the southeast by the road leading from the blacktop toward Port Chilkoot and intersecting the South boundary of U. S. Survey 735 approximately 150 feet from the blacktop; on the northwest by an extension of the Ostlund base line (which bears South 40 degrees 38' 30" West) 150 feet beyond the highway right of way; and, on the northeast by said highway right of way.

While I realize this request is perhaps premature, I should like to be on record with it somewhat more formally than has been the case up to now. The use intended would in every sense be compatible with the area.

The Haines Common Council meets on Monday, October 10th, and both the Mayor and the City Clerk have advised me that the appointment of a municipal planning commission and advisory board are to be on the agenda.

Concerning my request of September 21st, APW and the Territory appear meanwhile to have dropped that request in favor of other representations by the City. If it is revived I shall draft a statement and forward it for your use.

With personal regards, I am

Cordially yours,

s/ BURKE RILEY

Law Offices of  
FAULKNER, BANFIELD & BOOCHEVER  
P. O. Box 1121  
JUNEAU, ALASKA

October 7, 1955 <sup>C</sup><sub>O</sub><sup>P</sup><sub>P</sub><sup>Y</sup>

Board of National Missions  
of the Presbyterian Church  
in the United States of America  
156 Fifth Avenue  
New York 10, N.Y.

Attention: Lucien H. Tribus, Legal Counsel

Gentlemen:

This office has been asked to render an opinion upon the status of the title to a tract of land described as Lot B-5 of "B" Tracts, which is a tract of land approximately 52.5 feet in width and 100 feet in length situated at the southeast intersection of Third Avenue and Main Street in Haines, Alaska. This particular tract is a portion of the lands embraced within U.S. Survey No. 375, the patent for which was issued by the United States of America on September 16, 1912, to The Board of Home Missions of the Presbyterian Church in the United States of America and appears of record in Volume 9 of Deeds at pp. 33-34 in the records of the Recorder at Skagway. As you know, up until a few years ago, Haines was included in the Skagway Recording District. Nonetheless, the attorney we engaged to examine the records in Haines cannot find a deed of conveyance for the land embraced within U.S. Survey No. 735 from the Board of Home Missions to the Board of National Missions and therefore assumes that the deed was not recorded.

On May 9, 1951, the Board of National Missions of the Presbyterian Church in the United States of America executed and delivered a deed conveying the property described as Lot B-5 of "B" Tracts to Haines Lumber Company, Inc. This deed is recorded in Volume 2 of Deeds at pp. 195-196 in the office of the Recorder at Haines. Haines Lumber Company, Inc. has applied to The First National Bank of Juneau for a loan in return for a mortgage upon the subject property. Before we can approve the loan and the taking of this mortgage, it will be necessary that the cloud upon the title resulting from the absence of the deed from the Board of Home Missions to the Board of National Missions be cleared.

The writer has not personally checked the records of the Skagway and Haines Recording Districts, but is relying upon the opinion of Burke Riley, an attorney at Haines. Would you please check your records and ascertain whether a deed of conveyance was in fact executed from The Board of Home Missions to the Board of National Missions and, if so, was it recorded.

With best personal regards, we remain

Very truly yours,

FAULKNER, BANFIELD & BOOCHEVER

By s/ F. M. Doogan

FMD/ka  
cc: The First National Bank

*Es. M. H.*  
*saw*  
AIR MAIL

October 10, 1955

C  
O  
P  
Y

Burke Riley, Esq.,  
Haines, Alaska

Dear Mr. Riley:

Thank you for your letter of October 6, 1955. Will you be so kind as to send me a fairly accurate sketch of the property in which your client is interested and also advise me of the type of industrial use. I will then forward your request to the Unit of Education and Medical Work, attention of Miss Gladfelter, and have it placed on file.

We are glad to hear that a municipal planning commission and advisory board are soon to be appointed. We suggest to you that your request be brought up at the first meeting of the Advisory Board.

With kind personal regards, I am

Sincerely yours,

Lucien H. Tribus  
Legal Counsel

LHT/MT

197  
Esq. Thel...  
99  
October 18, 1955

Faulkner, Banfield & Boochever, Esqs.  
P.O.Box 1121  
Juneau, Alaska

Attention: F. M. Doogan, Esq.

Dear Mr. Doogan:

Upon receipt of your letter of October 7, 1955 we checked our Haines, Alaska deed records and find that the land covered by Patent of the United States of America to the Board of Home Missions dated Sept. 16, 1912, was conveyed to the Board of National Missions by the Board of Home Missions by deed dated June 15, 1931, which deed was recorded in Skagway District on July 6, 1931 in Volume 11 of Deed Records, pages 444-445.

We trust this information will enable you to clear the cloud upon the title to the property we conveyed to Haines Lumber Company, Inc.

Very truly yours,

Lucien H. Tribus  
Legal Counsel

MT

BURKE RILEY  
ATTORNEY-AT-LAW  
HAINES, ALASKA

October 21, 1955

MORTGAGES & PROPERTY  
RECEIVED  
OCT 25 1955

Mr. Lucien H. Tribus, Legal Counsel  
Board of National Missions of  
The Presbyterian Church in  
The United States of America  
156 Fifth Avenue  
New York 10, N. Y.

Dear Mr. Tribus:

Responsive to your letter of October 10th, I enclose tracing of a portion of the March 1948 W. Muncaster map of U. S. Survey 735 to show with greater certainty the area desired by my client for industrial purposes. The area sought is cross-hatched in pencil.

The industrial purpose intended is the installation and operation of a fully equipped yard and garage facility for the servicing of large commercial carriers which run from Haines to Whitehorse, Y. T., and Interior Alaska points. It is essential that suitable facilities be provided at this end, the turnabout point in freight runs of from five to fifteen hundred miles. A growing volume of truck freighting out of Haines makes such a service essential if we are to keep abreast of such growth prospects. Proximity of the Standard Oil tank farm and the recently rehabilitated commercial dock, make this site ideal for the purpose. Also, as you know, industrial installations extend from that point to the end of the highway south approximately one-half mile. Such use would not, therefore, conflict with the existing development and nature of the area.

On another matter, I should be pleased to be advised of the matter of which Faulkner, Banfield & Boochever wrote to you on October 7th, concerning the conveyance of certain properties from the Board of Home Missions to the Board of National Missions, for its bearing on other properties similarly affected. I had earlier raised the question with said firm which prompted their letter to you, and am sure they would not question your advising me of action taken.

With personal regards, I am

Sincerely yours,

Burke Riley

STANDARD  
OIL  
TANK FARM

BEACH ROAD



HAINES CUTOFF HIGHWAY

S. MUNICIPAL Boundary

350' Approx.

250' Approx.

150'

Scath Mission Boundary

PORT  
CHILKOOT  
ROAD

*El. Tribus*

*Lau*

October 25, 1955

Burke Riley, Esq.  
Attorney at Law  
Haines, Alaska

Dear Mr. Riley:

Your letter of October 21, 1955 is acknowledged and will be held for Mr. Tribus' attention on his return from a field trip in about two weeks. In the meantime, enclosed you will find a copy of Faulkner, Banfield & Boochever's letter of October 7, 1955 to Mr. Tribus together with a copy of Mr. Tribus' reply dated October 18th.

Sincerely yours,

Secretary to  
Lucien H. Tribus  
Legal Counsel

D.  
Enc.

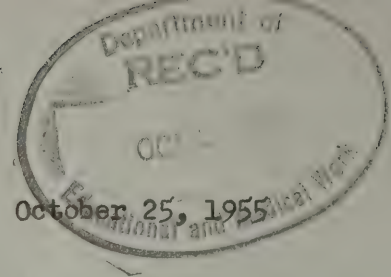
cc: *El. Tribus* ✓

INTER-OFFICE CORRESPONDENCE  
BOARD OF NATIONAL MISSIONS

TO Dept.of Educational & Medical Work-Miss Gladfelter  
FROM Mr. Lucien H. Tribus' Office  
RE: Haines, Alaska - (Burke Riley's Ltr.of 10/21/55)

DATE

October 25, 1955



Attached is letter received from Burke Riley, Esq., Attorney at Law, Haines, Alaska, dated October 21, 1955, together with tracing of a portion of the March 1948 W. Muncaster map of U.S. Survey 735 showing with greater certainty the area desired by his client for industrial purposes. A c-o-p-y of this letter is being held for Mr. Tribus when he returns to the office.

*J. B. L. Tribus*  
Secretary to  
Lucien H. Tribus  
Legal Counsel

D.  
Attach.

Lucien H. Tribus  
Katharine E. Gladfelter  
Haines House property

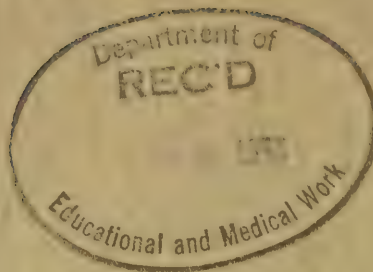
October 27, 1955

This is to comment on Mr. Burke Riley's letter of October 21 reporting the interest of a client in securing for industrial purposes a section of the Haines House property.

For the present this letter should simply be held. We have at least two previous inquiries on file about this same tract and will, of course, wish to give all of those who have expressed an interest an opportunity to make offers when we know which sections of the property might be released.

KEG:cmh

Katharine E. Gladfelter



November 7, 1955

RE: FAIRBANKS, ALASKA

Burke Riley, Esq.  
Attorney at Law  
Fairbanks, Alaska

Dear Mr. Riley:

This will acknowledge your letter of October 21, 1955 in which you express the desire on the part of your client to purchase the plot of ground near the Standard Oil tank farm which he intends to equip and use as a storage yard with garage facilities for the servicing of large commercial carriers which will run from Fairbanks to Whitehouse, T.Y. and other points in the Interior of Alaska.

From my own knowledge of the property I realize that the area which your client wishes to purchase is already industrial in nature and therefore such a development as your letter indicates would be quite in accord with the facilities already existing. I referred your letter to the Department of Educational and Medical Work for their consideration and have just received the following reply which I quote:

"This is to comment on Mr. Burke Riley's letter of October 21 reporting the interest of a client in securing for industrial purposes a section of the Fairbanks House property.  
"For the present this letter should simply be held. We have at least two previous inquiries on file about this same tract and will, of course, wish to give all of those who have expressed an interest an opportunity to make offers when we know which sections of the property might be released."

The Board does not intend to make any sales of property until we have worked out a general plan of operation in consultation with the City of Fairbanks. The method of development of the property is one of the paramount issues which we must decide upon before entering into any further contracts. I know that I talked this over with you very thoroughly when we last met and I am sure you understand the underlying reasons.

It is my hope and expectation that Mr. Thomas Cox, a man of considerable real estate experience and President of a large New York bank, will travel with me to Alaska to attend a meeting with the Fairbanks Council. I would like to set the date for this meeting as early as we can in June, 1956. In my judgment there should be some preliminary work done beforehand and for that reason I think it might be well to have an early meeting so that we can agree on a general form of agenda for a meeting in June. Mr. Cox, if he goes, will officially represent the Board of National Missions, of which I am employed as Legal Counsel.

Burke Riley, Esq.

November 7, 1955

We are now considering the advisability of entering into a long term ground rent lease for some of the commercial areas. We will need the services of Mr. Lancaster eventually in order to lay out plots in residential areas which may be marketed and to survey the areas along the Alcan Highway cutoff when we have decided on a general zoning program. This will take time but in the long run the City of Haines and the Board will greatly benefit. I personally am very happy over the spirit of cooperation which now exists and I am sure that you know that I will do everything in my power to eliminate any further delays.

I hope that the boat harbor is progressing satisfactorily. Please let me hear from you in order that we may make some tentative plans.

I trust you and your family are in good health and also please give my regards to all of the members of the Council.

Sincerely yours,

*L. A. Tribus*  
Lucien A. Tribus  
Local Counsel

LRT:R

cc: Mr. Thomas Cox  
Rev. F. Rolland Armstrong, P.F.  
Dept. of Educational & Medical Work ✓

*E. S. Nelson*

ERIK OSLUND HARDWARE  
HAINES, ALASKA

C  
O  
P  
Y

Nov. 28, 1956

*W*

Board of National Missions  
Presbyterian Church  
N.Y.

Att. Lucien Tribus

Dear Mr. Tribues.

Just a line to see if you were ready to sell the tract of land which I had bid to buy if not ready please advise when you are ready. We have had lots of rain and very little snow and are soon unto another Christmas our Church sure put in some nice chimes loud speaker can here all over town and we are about ready to put up our community tree hoping to here from you before to long

Yours truly  
Oslund Hardware

s/ Alton Nelson

DEC 4 1956

December 4, 1956

RE: HAINES, ALASKA

Erik Oslund Hardware  
Haines  
Alaska

Att: Mr. Alton Nelson

Dear Mr. Nelson:

Your letter of November 28, 1956 is being held  
for the attention of Mr. Tribus on his return from a  
field trip around the middle of the month.

Sincerely yours,

Secretary to  
Lucien H. Tribus  
Legal Counsel

D.  
cc: Dept. of Educational & Medical Work ✓

Ed. Thet.  
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2

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H

DEC 26 1956

December 2, 1956

RE: HAINES, ALASKA

Mr. Alton Nelson  
Erik Oslund Hardware  
Haines, Alaska

Dear Mr. Nelson:

This acknowledges receipt of your letter of November 28, 1956 with regard to the sale of the tract of land in which you are interested. You are advised, however, that the Board is not yet ready to negotiate in the purchase of any of its lots in Haines at this time.

Sincerely yours,

Lucien M. Tribus  
Legal Counsel

D. [unclear]  
cc: Dept. of Educational & Medical Work

- COPY -

- COPY -

August 30, 1957

Robert Boochever, Esq.  
Faulkner, Banfield & Boochever,  
P.O. Box 1121,  
Juneau, Alaska.

Dear Bob:

Re: Sale of 3.97 Acre tract at Haines, Alaska  
to Alton E. Nelson and Minnie J. Nelson

I enclose duly executed deed conveying the premises described therein  
to Alton E. Nelson and Minnie J. Nelson, husband and wife.

You are asked now to prepare a purchase money mortgage in accordance  
with the terms set forth in the Contract of Sale, copy of which you have on  
hand. The down payment of \$3500.00 has been received by the Board and the bal-  
ance of \$10,000.00 is to be secured by a purchase money mortgage payable as  
follows:

\$3,000.00 plus interest on June 1, 1958  
\$3,500.00 " " " June 1, 1959  
\$3,500.00 " " " June 1, 1960

Interest to be at the rate of 4%, payable with each instalment of principal.

Mr. Nelson also desired a provision in the mortgage which would per-  
mit him to pay off the entire unpaid principal balance at any time he wished to  
do so. The mortgage is to be executed by both Alton E. Nelson and Minnie J.  
Nelson, his wife, and will be secured by the usual bond similarly executed.

Please see that the mortgage is duly recorded and return same to my  
office.

The expense of preparing the bond and mortgage should be borne by the  
purchasers, who should also pay the recording charges. You will find these  
provisions in the contract. We, of course, are willing to pay your charges for  
representing us in this transaction. Please place revenue stamps on the deed  
for the full amount and this charge will be our responsibility.

We are happy to have you close this sale with Mr. Nelson for the rea-  
son that we regard him as one of the men who have been responsible to a great  
degree for the development of Haines and for the welfare of our Church. We  
wish him good luck with the property.

Sincerely,

C.C. Mr. Alton C. Nelson  
LHT/MF

Lucien H. Tribus  
Legal Counsel

ABSTRACTS PREPARED  
CUSTOM SERVICE

# YOUNG'S

BOX 138  
HAINES, ALASKA

REAL ESTATE  
RENTALS

april 28th, 1958

Board of National Missions

156 Fifth Avenue  
New York 20, N. Y.

Dear Sirs:

Attn. Mr. Tribus

Alton Nelson is interested in buying Lot 2 in Block B  
(3rd and Main). However, he won't pay \$5,000.00.

I advised him that I would write and ask you if your  
Board would consider a lower price. I personally think the  
lot is worth that. We own a lot on 3rd and Main and we wouldn't  
consider anything less than that for it.

However, Mr. Nelson has purchased several lots from your  
Board, you are acquainted with him, and know that he would  
use the lot for a worthwhile building.

May I hear from you regarding this lot?

Very respectfully yours

By

Mrs. Frank R. Young

RECEIVED  
MAY 1 1958  
MORTGAGES & P.

# YOUNG'S

BOX 138  
HAINEES, ALASKA

REAL ESTATE  
RENTALS

April 28, 1958

Board of National Missions  
156 Fifth Avenue

New York 10, N. Y.

Dear Sirs:

Attn: Charles H. Tribes

In answer to your letter of February 24, Mr. Heimiller is interested in lots 10 and 11 in Block 6. He has advised that has soon as he can arrange the down payment he will contact me. At the moment he is very busy with his 'Chilkat House' project at the post.

The Haines Public School has given the Haines Library Association a lot 25 x 100 next to your lot 1 in Block 6. We would like to buy lot 1 in Block 6 from you. Would your board be willing to give us a three year option to buy this lot? The reason for asking for an option is this:

The Haines Library Association is building a new library building on the lot the school has given us. The association is supported by the Haines Club of Haines. We are borrowing \$1500.00 at the present time to complete the building. It will be necessary for us to make payments of \$50.00 per month plus interest for three years in order to pay off this loan. We would not be able to buy this lot now.

At one time your board talked of giving a lot to the City for a library and museum. However we feel that your board has been most generous to Haines and we are prepared to buy this lot. If possible we would like to get it for less money but that is something that we can discuss when you are here in June.

At the present time all we ask is a letter stating that you will give us first option to buy.

I'd appreciate a letter from you on this to present to the club on May 13th.

Very respectfully yours

By

Mrs. Frank R. Young

RECEIVED  
MAY 1958  
OFFICES & PROPERTY

✓ ?

*not finalized*

MAY 2 1958

May 1, 1958

RE: HAINES, ALASKA

Mrs. Frank R. Young  
Box 138  
Haines, Alaska

Dear Mrs. Young:

This acknowledges receipt of your two letters of April 28, 1958 with regard to prospective purchasers of some of our Haines property. Your correspondence is being held for Mr. Tribus' attention on his return from Puerto Rico around the middle of this month.

Sincerely yours,

Secretary to  
Lucien H. Tribus  
Legal Counsel

D.  
cc: Ed. & Med.

5/22

LEGAL COUNSEL—Mr. Lucien H. Tribus  
Katharine E. Gladfelter  
Haines House Property, Haines, Alaska

May 8, 1958

W  
Hfe  
P

Your office has sent me, in your absence, copies of Mrs. Young's letters of April 28 relative to several possible purchasers for the Haines House property. Since I will be out of the office when you return from Puerto Rico, I have checked the lots in question and want to send you my reactions.

Lot B in Block B

I think the possible purchaser should be expected to pay the full appraised value since this is a valuable location.

Lots 10 and 11 in Block 6

I feel that we should inquire as to the uses which the purchaser would make of this property, since it is across from the area which we are holding for a possible future site for the church.

Lot 1 in Block 6

I would be entirely willing to let the Haines Library Association have a three-year option to purchase this at the appraised price. I do not think we should offer to give the lot, inasmuch as the Association is working out its own financing and is prepared to pay.

KEG:md  
Dictated by Miss Gladfelter  
but signed in her absence

Katharine E. Gladfelter

cc: Mr. Wiley

Ed. M. 1/15  
W. H.  
c 5  
May 12, 1958

RE: HAINES, ALASKA

Mrs. Frank R. Young :  
Young's  
Box 138  
Haines, Alaska

Dear Mrs. Young:

This is in reply to both of your letters of April 28, 1958.

First with regard to a sale of Lot B in Block B to Alton Nelson, please be advised that I know Mr. Nelson very well and have a great deal of personal admiration for him. However, the Real Estate Committee is of the opinion that the lot in question should be sold for the appraised value, which is very conservative. I think it is not an over statement that this particular lot is one of the most valuable in Haines. In my judgment if Mr. Nelson buys it for \$5,000 now he will be able, as the other lots are sold, to make a substantial profit on his investment. However, we are not interested in this angle. We are interested in the development of Main Street, and I can think of no location more favorable to construction than this particular lot. I think that you should urge Mr. Nelson to pay the appraised value. I would be able to work out a transaction with him whereby he could pay half down and the balance on easy terms at a low rate of interest.

We are glad to know Carl Heinmuller is interested in Lots 10 and 11 in Block 6. Will you please advise me what he intends to do with the property? As I understand it he is going to erect a building for Boy Scouts. Is this correct?

I am sure that you understand that we cannot simply hold lots in which parties are interested unless they enter into a contract of purchase. I know Carl Heinmuller very well and will be very happy to recommend any offer that he may make, providing it is made on the appraised value, to the Real Estate Committee for their consideration.

The Real Estate Committee and the Department of Educational and Medical Work are happy to cooperate with the Women's Club of Haines. I suggest that you have Burke Riley draw up a formal option contract for three years to be executed by the Women's Club of Haines and by the Board, giving you the option to purchase this lot at the appraised value of \$700.00 within a maximum period of three years. We will charge you \$100.00 for the option.

Please let me hear from you.

Sincerely yours,

L.H.I.  
Lucien H. Tribus  
Legal Counsel

LHT:D

Ed. M. 1/15  
W. H.  
c 5  
Ex. M. 1/15  
John R. Cox - Hon. A. Riley

Mrs. Rockwell - - -  
Hc

Q. 11. 11. 11.

RE: HAINES, ALASKA

Dear Mr. Dobler:

I would like to have a very full letter from you regarding the use of fill from the boat harbor. When I receive this information I will present it to the Real Estate Committee. I am sure you appreciate the fact that it is difficult to make wise decisions from such a long distance on such important matters without very complete information.

Sincerely yours,

cc: Dept. of Education &amp; Medical Work

*Miss Glasfeller*  
*BA* *W*

*Property Att.*

JAN 21 1960  
*H.A.*

January 20, 1960

RE: HAINES, ALASKA  
(Proposed sale of property to  
Charles R. Burnett)

Mr. Charles R. Burnett  
Haines  
Alaska

Dear Mr. Burnett:

I am very pleased to be able to write you this letter. Briefly, the Real Estate Committee after careful consideration has authorized me to sell you the tract of land which you desire for the purposes intended with the understanding that you will not serve any liquor in that portion of the building which stands on property formerly owned by the Board. The decision of the Committee is unanimous. Please get in touch with Mr. Dobler with regard to procedure. I am going to handle the legal end of this transaction through my good friend Bob Boochever.

With kind personal regards, I am

Sincerely yours,

*L.H.T.*  
Lucien H. Tribus  
Legal Counsel

INT:D

cc: Robert Boochever, Esq.

Mr. John D. Dobler

Dept. of Education & Medical Work ✓

P.S. I am leaving for Puerto Rico this week and will not return until the 3rd of February. Mr. William M. Irvine, my associate, can carry on while I am away.

*Mr. Glasfield*

January 20, 1960

RE: HAINES, ALASKA  
(Proposed Sale of Property to  
Charles R. Burnett)

Mr. John D. Dobler  
Dobler Insurance Agency  
P.O. Box 162  
Haines, Alaska

Dear Mr. Dobler:

I am happy to announce that the Board of National Missions has agreed to sell to Mr. Charles R. Burnett, subject to the lease to the City, the property owned by the Board bounded on the West by Front Street, on the East by high tide, on the South by the center line of the breakwater, and on the North by the Harbor Bar Lot 1, Block 21, being an area containing approximately 1,600 square feet, all subject to an accurate survey and subject to title being vested in the Board. The Real Estate Committee considered Mr. Burnett's proposition very carefully and has consented, with the understanding that no liquor will be served on the part of the premises being sold by the Board and that this side of the building will be devoted to the sale of food. I am sure that Mr. Burnett understands the reason for this restriction.

The next consideration is the matter of price. This particular tract was not appraised by Felix Toner. I feel therefore that it is necessary for us to have an appraisal. I suggest that you call Mr. Toner on the telephone, describe the tract to him and secure a figure. This of course is a very confidential matter in which we solicit your opinion as well as Mr. Toner's. We are willing to pay up to and not exceeding \$50.00 for such an appraisal, which should be a sound economic appraisal and not a guess.

We also wish to reserve our title to any tidelands for the reason that we intend to take steps in the near future to secure title to the tidelands if same can be secured without too great an expense.

Please give my best regards to Mr. Burnett. I am writing him a separate letter as per enclosed copy.

Sincerely yours,

Lucien H. Tribus  
Legal Counsel

INT:D  
Enc.

cc: Mr. Charles R. Burnett  
Robert Roochever, Esq.  
Dept. of Education & Medical Work ✓

# DOBLER JURANCE AGENCY

"for your every insurance need"

P.O. BOX 162

PHONE 231

HAINES, ALASKA

Mr. Lucien H. Tribus, Legal Counsel,  
To Board of National Missions of the  
Presbyterian Church in the U.S.A.,  
475 Riverside Drive, New York 27, N. Y.

Haines Presbyterian Mission,  
Block 6, Lots 9, 10, & 11,  
Block B, Lot 6  
DATE January 28, 1960.

Dear Mr. Tribus:

Thank you for your letter of January 20th regarding the Burnett transaction. That matter is going forward.

I have had an enquiry regarding Block 6, Lots 9, 10, & 11. Please confirm that it will be in order to proceed with the sale of these lots as appraised. The reason I enquire is that the name "Hainmiller" is written across lots 10 & 11 and although he assures me he did not buy them it has occured to me that perhaps someone else might have done so, however, there doesn't seem to be any tax record to that effect. The prospective buyer is John Alex and he proposes to fill in the lots in question and build a service station. What I've seen of the man indicates that he is sober, a good worker, and will make a success of the business.

I have had an enquiry on the Main St. Lot in Block B. The corner lot is not designated but since there doesn't seem to be a lot 6 in that Block I guess it must be Lot 6. The indicated price is \$5,000. At this point I am unable to relate anymore regarding the enquiry since it is of a very confidential nature and I gave my word as to keeping the nature of the enquiry confidential. I can say this - the enquiry did not involve any entertainment or liquor interest, i.e., when I am at liberty to divulge the nature of the enquiry I know you will approve of the proposed land usage and do so without qualification. Please confirm that I am at liberty to proceed with this matter. Thank you for your advices.

Yours faithfully,

cc: Robert Boochever

John D. Dobler

FEB 15 1960

February 10, 1960

RE: HAINES, ALASKA

(Block 6 -  
Lots 9, 10 & 11)

Mr. John D. Dobler  
Dobler Insurance Agency  
P.O. Box 162  
Haines, Alaska

Dear Mr. Dobler:

This will acknowledge receipt of your letter of January 28, 1960, a copy of which is being sent to Mr. Carl Heinmiller so that he will be informed. Some time ago Mr. Heinmiller expressed an interest in Lots 10 and 11 in Block 6. At that time I think he was interested in having a Boy Scout building on this property. Accordingly, I just noted his interest on the map. These lots are therefore for sale providing Mr. Heinmiller is no longer interested. In justice to him I think he should advise you to this effect in writing, with a copy to my office. Assuming that Mr. Heinmiller does so, it will be in order to sell the lots at their appraised value, which is:

Block 6 -  
Lot 9 - \$600.00  
" 10 - 300.00  
" 11 - 200.00

I believe a service station would be an ideal enterprise for this property. I assume that the sale would be for cash.

With regard to the lot on Main Street, you no doubt are referring to the corner lot which is labeled Lot B and is 52.50' x 100', running back in a southerly direction to an alley. In view of your statement that the use of the land will be one which the Board will approve, you may proceed with the transaction with the understanding that prior to the execution of a contract by the Board and subject to the information divulged, the Board will have full and complete information as to the use to which the property is to be put.

It looks to me as though we had a number of transactions under way and am happy that these lots are beginning to move.

Sincerely yours,

Lucien H. Tribus  
Legal Counsel

LHT:ID

cc: Robert Boochever, Esq.

Mr. Carl W. Heinmiller

Dept. of Education & Medical Work

Ed. & Ned.  
NS 4/12  
March 21, 1960

RE: HAINES, ALASKA

Mr. John D. Dobler  
Dobler Insurance Agency  
P.O. Box 162  
Haines, Alaska

Dear Mr. Dobler:

A series of letters arrived from you yesterday, some of which I had covered in my letter that must have crossed yours in the mail, and some of which is new to me.

1. John Alex, Lots 9, 10 & 11 in Block 6

The Real Estate Committee has approved the proposed sale of these lots on the basis of the offer received; namely: \$250.00 on delivery of deed, and a purchase money mortgage of \$850.00 payable at rate of \$50.00 per month together with interest at 5% on the outstanding balance. A deed will be prepared here and forwarded to Mr. Boochever for his delivery to Mr. Alex. As soon as we receive from you the exact name to appear on the deed (corporate, John Alex and wife, etc.) the deed will be prepared. It is of course understood that the cost of the conveyance, including a 10% commission to you on the sales price, shall be ours, but that the cost of preparing and recording the mortgage as well as any title search the purchaser wishes, shall be an expense of the buyer.

2. Purchase by Charles R. Burnett

Here again my letter must have crossed yours. There would seem to be little to add until we get Mr. Burnett's reaction to my reasoning.

3. Lot B, Block B - General Telephone Company

On our plat I have entered the name of the General Telephone Corp. of America as being interested in purchasing this 52.50 x 100 foot parcel on the southwest corner of Main Street and 2nd Avenue. I have no doubt that the \$5,000 offer will be accepted by the Board, and will take steps to secure clearance through the Real Estate Committee as soon as a firm offer is submitted to you. This development would appear to be of substantial benefit for the Town of Haines.

4. Lots 1, 2, 3 & 4, Block 2 - BPOE

The acquisition of land and erection of a lodge building by the Elks will be another step forward in the development of the Town, but it is my opinion that corner property on Main Street (190 feet) is an unnecessary expense when an equal amount of land is available at less than half the cost (e.g. lots 8, 9 & 10 in Block 1.) However, your brethren know the Town and what they want, and I will present whatever offer is forwarded.

Mr. Dobler, I want to thank you for the interest you have shown in the church's program in Haines and for the time you have spent in matters that go far beyond the normal duties of a broker. Correspondence relative to the discontinu-

- 2 -

Mr. John D. Dobler

March 21, 1960

Dobler Insurance Agency

ance of our work among children at Haines has been directed to the General Secretary of the Board, for this department is actually a service department intended to implement decisions reached as against a division charged with the making of policy decisions or oversight of program.

The matter of disposing of the buildings and additional real property at Haines will undoubtedly be the responsibility of this department if the Board's recent action remains unchanged. Your continued guidance, along with that of others who have been interested in our work in Haines, will be appreciated.

Sincerely yours,

William H. Irvine  
Legal Department

WHI:D

cc: Robert Boockever, Esq.

Dept. of Education & Medical Work

Dict. 3/18/60

MAR 22 1960

*prop*  
*H*

*El. of med. / HCS*  
*NS*  
*RAO*

*H*

March 21, 1960

RE: HAINES, ALASKA

Burke Riley, Esq.  
P.O. Box 2584  
Juneau, Alaska

Dear Mr. Riley:

Mr. Tribus is currently out of the office on an extended field trip and short vacation, and I am writing in his place in reply to yours of March 16th.

If the present Board action which terminates our work at Haines House remains unchanged then we shall undoubtedly be interested in disposing of the existing buildings and a portion of the real property. We of course have not reached the point where plans have been decided, but I have noted in the file your interest in the "gardner's house" and will keep this in mind when we move to dispose of the property.

Lot 2, Block 1 has been sold to Eli Phillips and the purchase price paid.

The value of lots 3 through 7, Block 1, which run from the Alaska Communications System to Eli Phillips, is \$5,575.00.

I trust that if you need any further information you will not hesitate to write.

Sincerely yours,

William H. Irvine  
Legal Department

WHI:D  
cc: Dept. Ed. & Med.

# DOBLER INSURANCE AGENCY

"for your every insurance need"

P.O. BOX 162 PHONE 251 HAINES, ALASKA

Mr. William H. Irvin, Legal Dept.,  
to Board of National Missions of the United Pres. SUBJECT Mary Lubke, Block 6, Lot 1,  
Church in the U. S. A., Presbyterial Mission Plat.  
475 Riverside Drive, New York 27, New York. DATE March 24, 1960.

Dear Mr. Irvin:

I have had an offer from Mary Lubke to purchase Lot 6, Block - in the Presbyterial Mission Plat for the appraised price of \$300. She wishes to buy the lot on the following terms \$100. down and \$45. per month plus interest at 6% until paid for. She is not exactly affluent and I believe the foregoing is a fair offer. She wants a hamburger and hot dog stand for summer operation. I can say she wants the advantage of the number of truckers in here during the summer and for that purpose the location she has in mind would be ideal as many of the trucks stop along Third Avenue. Please let me have your instructions. I should mention that I have already advised the City of Haines regarding the need for water service along Third Avenue.

Sincerely,

John D. Dobler

RECEIVED

MORTGAGES & PROPERTY

## DOBLER INSURANCE AGENCY

"for your every insurance need"

P.O. Box 162  
HAINEES ALASKA

April 1, 1960

Mr. William H. Irvine,  
Legal Department,  
Board of National Missions of the United  
Presbyterian Church in the USA,  
475 Riverside Drive,  
New York 27, New York.

RECEIVED

MAINTAINED & FILED

Re: Charles R. Burnett Purchase

Dear Mr. Irvine:

This sale appears to involve rather more than either of us first imagined. First, there is this matter of value. Frankly, I would have been hard put to it to have had to evaluate such a piece of property, hence was relieved when your office advised that an appraisal should be secured from Mr. Toner. In due course Mr. Toner presented the figure of \$1,500. and later, when considering a reduced area, a figure of \$1,000. As an aside, I might mention that neither Mr. Burnett nor myself had anything to do with the establishing of the value, hence we are unable to provide you with the "long reason" you requested for the reduction in price other than to refer you to the apparent reduced area. To start with the price per square foot, Mr. Burnett appreciates the significance of your observations in your letter of March 14th and is prepared to accept a value of \$1.00 per square foot and this notwithstanding the fact that his lot (on the map) is assessed (appraised) at only 45¢ per square foot as is the Powell lot (lot 2 on the map), both values having been established in 1949 in the course of the last general reassessment of the town which was completed by Mr. Merle Chittie, independent assessor of Anchorage, Alaska.

Second, as to area I refer you to the enclosed map. The area in question (some 1324 square feet) appears to be the area I have shaded in thus leaving the parcel to be amounting to some 1327 square feet. When I use the words "thus leaving the parcel" I don't mean to be begging the question, but the fact of the matter is that this 1324 square feet has been used as a road for some forty years (if not more) as borne out by old pictures of the area. Accordingly, although I know nothing about matters legal it has occurred to me that there might be some question as to ownership given the long period of usage as a public thoroughfare. If nothing else, for the period of six years that we have resided in Haines the road has terminated at the S.W. corner of the lot which is the point marked by the small circle on the map or the line separating the "Haines Townsite" and the "Presbyterian Mission".

Accordingly, it would appear that the actual area of the parcel in question might indeed be approximately 1,327 square feet which, at a price of \$1.00 per square foot, would yield a value of \$1,327.00. As to payment, Mr. Burnett would prefer to pay it down with the balance in two annual installments and interest at 5%, however, if your office prefers cash he will pay cash.

If you agree with the foregoing, the only problem remaining is that of "tidelands". This matter of tidelands plagued Southeastern Alaska for many years with the result a few years ago several thousand dollars was raised in the various coastal communities for the express purpose of securing relief. In passing, I must mention that Mr. Burnett, along with other local citizens, contributed to that fund. As I understand the net result of the effort was to transfer title to the tidelands to the State of Alaska where the tidelands were within incorporated limits provision was made for subsequent transfer of title to the municipalities involved. To address, it has been said that

that Haines is to secure title to the tidelands within the incorporated limits of the town sometime this fall. My understanding is that once the municipality secures title to the tidelands it can then dispose of them for a price equal to the survey cost with first option to purchase going to the "upland" owner. If the upland owner does not exercise his option or prerogative to purchase then the tidelands may be offered for sale to other interested parties. I say "may be offered" because I don't believe it is incumbent upon the municipality, etc., to offer the tidelands to anyone, i.e., I believe sale is based on petition with first consideration given to the upland owner.

Finally, there is the matter of the nature of the tidelands in question. The tidelands delineated by projecting the indicated property lines in an easterly direction would encounter, or rather I should say encompass, the breakwater itself! Accordingly, I am somewhat skeptical as to the value of the tidelands potentially involved. In fact, I discussed this particular portion of tidelands with Mr. Wiley and he was equally skeptical pointing out that his concern with the tidelands was confined to those located to the South of the boat harbor ramp and float.

In summation, I don't know that one could reserve "tidelands rights" or if such a reservation or restriction were included in the appropriate Deed I don't know that it would have any meaning or practical application. Second, I don't see where the tidelands in question have enough value to merit all of this consideration.

I do hope that the foregoing clarifies this matter as no purchaser fancies a restricted Deed. It is rather difficult for me to do a proper job of being your agent when factors as nebulous as these are involved. If we can proceed on the basis of a price of \$1,327.00 on either terms or for cash, please instruct Mr. Boochever to proceed with the preparation of the necessary papers. Thank you.

Yours faithfully,

cc: Mr. Robert Boochever,  
Attorney at Law.

John D. Dobler

*Miss Gladys*  
*195*

*195*  
*195*

April 6, 1960

RE: HAINES, ALASKA  
(Charles R. Burnett Purchase)

Mr. John D. Dobler  
Dobler Insurance Agency  
P.O. Box 162  
Haines, Alaska

Dear Mr. Dobler:

I have read with great interest your comprehensive letter of April 1, 1960 to Mr. William H. Irvine. In view of your explanation and upon the evidence submitted in your sketch from U.S. Survey 735, I approve of completing the sale at a purchase price of \$1,327.00 to Charles R. Burnett. I am also of the opinion that the matter of tidelands for this small parcel of land is not important and therefore, unless Mr. Boochever is contrary minded, no restriction need be included in the deed.

The deed will of course not be a warranty deed. We will simply quit-claim to Charles R. Burnett any interest that we may have in the described parcel of property. We prefer to have this a cash transaction providing Mr. Burnett is ready, able and willing to pay cash. If on the other hand such a transaction will work a hardship upon him, we would be willing to close it on the basis of 1/3 cash with the balance payable in two annual installments plus interest at 5%. This will mean that in addition to the deed, Mr. Boochever will have to prepare a purchase money mortgage; same will have to be executed, recorded and returned to my office with a copy in Mr. Boochever's office for servicing purposes. If this procedure is followed, it is only fair that Mr. Burnett pay the cost and expense of preparing the purchase money mortgage and recording fees. I am sending a copy of this letter to Bob Boochever and he can proceed in accordance with instructions from you.

We are very happy to have you as our agent and you are certainly stirring up a lot of activity. I regret deeply the closing of Haines but, like all things in life, change is inevitable. You know of course that the City of Haines has been quite harsh at times in its dealings with the Board. Fortunately with the help of good friends like yourself, John Schnabel and Charles Burnett, we have in recent years been able to operate on a far more satisfactory basis. I feel particularly concerned about young Wiley who is an outstanding person and has done a great deal to promote Presbyterianism in the vicinity of Haines. I hope that Mr. Irvine will be able to visit Haines during the summer. I would really like very much to spend some time there myself but I doubt if it will be possible for me to get away from the office.

Please give my best wishes to my friends, and with kind personal regards, I am

Sincerely yours,

Lucien H. Tribus  
Legal Counsel

LHT:D  
cc: Robert Boochever, Esq. Medical Work

*Miss Glasfelter*

*1003*  
*HH*

April 6, 1960

RE: HAINES, ALASKA  
(Mary Lubcke, Lot 6, Block 6)

Mr. John D. Dobler  
Dobler Insurance Agency  
P.O.Box 162  
Haines, Alaska

Dear Mr. Dobler:

We are not interested in selling the above captioned lot for the purposes outlined in your letter of March 24, 1960. I would be interested, however, in letting Mary Lubcke lease the lot at a fair rental for a period from May 1st through September 30th, 1960. You might talk this over with her and let me know.

One of the types of businesses I would like to see on Main Street in Haines is a good bank. When I was last in Juneau the National Bank was quite interested. Another good business I would think would be a shoe repair shop. I have no objection of course to a hamburger stand providing it is well constructed and attractive looking. Also, I would think that the City of Haines would have some reservations as to where such an enterprise should properly be located.

Sincerely yours,

Lucien H. Tribus  
Legal Counsel

LHT:D  
cc: Dept. of Education & Medical Work ✓

*This Draft*  
*MS*  
*BTR*  
*fr*

APR 26 1960

*P. 1/2*  
*104*

April 25, 1960

RE: HAINES, ALASKA  
(Lot B, Block B to  
General Telephone Corporation)

Mr. John Dobler  
Dobler Insurance Agency  
P.O. Box 162  
Haines, Alaska

Dear Mr. Dobler:

This will receipt of your letter of April 16, 1960 together with check No. 04 received as a deposit on Lot B, Block B, Presbyterian Mission Plat. This lot is indicated on the survey as being on the southerly side of Main Street at its intersection with the westerly side of Second Avenue, being the southwesterly corner of Second Avenue and Main Street, purchase price - \$5,000.00, and which lot I understand will be the site of a telephone building. It seems to me that this is a fair value for this lot. We will rely a great deal on your judgment on this question. We also are of the opinion that having a telephone building there in Haines will be a distinct improvement to the city. As you know, the type of building to be erected is an important factor in any decision effecting the sale of these lots until such time as the city is able to provide an adequate zoning law.

We understand that the balance of the contract will be paid in cash and that the purchaser will accept a deed from the Board on its usual form, all expenses of the closing to be borne by the purchaser with the exception of your broker's fee which is our responsibility. I presume Mr. Boochever will prepare the usual form of written contract to be executed by the purchaser. I would think in this case the contract would be very simple. I am sending Mr. Boochever a copy of this letter and will appreciate your keeping me fully advised.

I note that no mention is made about a date for closing. We will therefore retain the proceeds of the check until further word, providing same is received prior to June 1, 1960. In the event a check covering the balance of the purchase price is not received by this date, we will return the \$100.00 to you; otherwise it will be applied to the purchase price.

Sincerely yours,

*L. H. T.*  
Lucien H. Tribus  
Legal Counsel

LHT:D  
cc: Robert Boochever, Esq.  
Dept. of Education & Medical Work

*Ed. & Mrs. H. H. Haines*  
*for* *MS*

MAY 6 1960  
*Prop*  
*H. H.*

May 5, 1960

RE: HAINES, ALASKA  
Lots 9, 10 & 11, Block 6  
Purchasers: John Walter Alex &  
Edward William Alex

Robert Boochever, Esq.  
Faulkner, Banfield & Boochever  
P.O. Box 1121  
Juneau, Alaska

Dear Bob:

The enclosed deed from the Board to John Walter Alex and Edward William Alex should enable us to make final disposition of another tract at Haines.

Your file will show that the Board has agreed to the sale of Lots 9, 10 and 11 in Block 6 to the above grantees for the sum of \$1,100. At the time of delivery of deed you are to receive for benefit of the Board \$250.00 and the purchasers are to execute a purchase money mortgage at their expense in the amount of \$850.00. The terms of this mortgage are payment of \$50.00 per month together with interest at 5%.

From the funds delivered by the purchasers you may disburse \$110.00 to Mr. Dobler as the full commission of 10% on the sale.

If you need anything further please let me know.

Federal stamps in the amount of \$1.65 are also enclosed which you will kindly affix to the deed and cancel.

Sincerely yours,

William H. Irvine  
Legal Department

WHI:D  
Enc.

cc: Mr. John D. Dobler

*all*  
*(piece of lot*  
*noted from*  
*Trubus letter 2/10/60*  
*J. D. Dobler*

Ed. Miller  
Keg  
4/15

3/18/60

Pay  
H.A.

May 18, 1960

RE: HAINES, ALASKA

(BPOE, Lots 1, 2, 3, 4, 5, 6 & 7,  
Block 2, Mission Plat, Haines)

Mr. John D. Dobler  
Dobler Insurance Agency  
P.O.Box 162  
Haines, Alaska

Dear Mr. Dobler:

This acknowledges receipt of your letter of May 12,  
1960.

We are holding your check in the amount of \$200.00  
as a deposit on a proposed sale to the Juneau lodge (420) of  
the BPOE on Lots 1 through 7 of Block 2 at a total purchase  
price of \$5,275 payable in cash on delivery of the deed.  
If this transaction does not close on or before July 1, 1960  
we will consider it null and void and will return the deposit.  
If this is satisfactory please sign and return the copy of this  
letter enclosed, indicating your approval.

Sincerely yours,

Lucien E. Tribus  
Legal Counsel

LHT:D  
Enc.

\_\_\_\_\_  
John Dobler

Date: \_\_\_\_\_

MAY 19 1960

pgs  
H H

May 18, 1960

RE: HAINES, ALASKA

(BPOE, Lots 1, 2, 3, 4, 5, 6 & 7,  
Block 2, Mission Flat, Haines)

Mr. John D. Dobler  
Dobler Insurance Agency  
P.O. Box 162  
Haines, Alaska

Dear Mr. Dobler:

This acknowledges receipt of your letter of May 12,  
1960.

We are holding your check in the amount of \$200.00  
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price of \$5,275 payable in cash on delivery of the deed.  
If this transaction does not close on or before July 1, 1960  
we will consider it null and void and will return the deposit.  
If this is satisfactory please sign and return the copy of this  
letter enclosed, indicating your approval.

Sincerely yours,

*hst*  
Lucien H. Tribus  
Legal Counsel

LHT:D  
Enc.

John D. Dobler

Date: \_\_\_\_\_

*all OK.*  
*Sold to Haines Bldg Assoc. 6/14/60 per Mrs Doremices*

*enc*

*all*